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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CERTAIN UNDERWRITERS AT LLOYDS
SUBSCRIBING TO POLICY OF INSURANCE NO.
CD050114

Plaintiff,

- against -

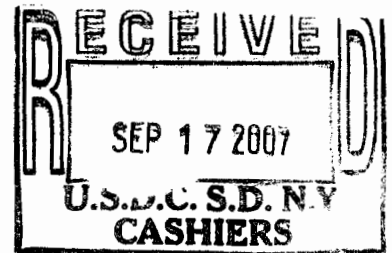
AIR FRANCE CARGO, a division of AIR FRANCE
KLM GROUP;

Defendant.
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JUDGE RAKOFF

07 CIV 8119
07 Civ.

COMPLAINT



Plaintiff, Certain Underwriters at Lloyds Subscribing to Policy of Insurance No.

CD050114, by its attorneys, Casey & Barnett, LLC, for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.

2. Plaintiff, Certain Underwriters at Lloyds Subscribing to Policy of Insurance No. CD050114, is the insurer of a certain consignment of aircraft parts owned by the Ministry of

Defense, Republic of France, an agency of the Republic of France, which was the shipper of said consignment of aircraft parts, as more fully described below.

3. Defendant, Air France Cargo, a division of Air France KLM Group, is a foreign corporation with an office and place of business located at Air France Cargo, John F. Kennedy International Airport, Cargo Building 261, Jamaica, New York, 11430 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for physical damage to a consignment consisting of 1 package of used aircraft parts, with a weight of 1,267 kilograms, which were delivered to the defendant in good order and condition to be carried from Charles de Gaulle Airport in Paris, France to Washington Dulles Airport in Dulles, Virginia pursuant to Air France Cargo air waybill number 057-6621-1283 dated September 16, 2005.

5. The cargo arrived at Washington Dulles airport on or about September 17, 2005 and was stored at an Air France controlled warehouse at the airport awaiting on transit to Oakland, California.

6. On or about September 20, 2005, while the cargo was still at the Air France warehouse at Dulles Airport, the cargo was dropped by Air France personnel, or their duly appointed agents and/or contractors, causing physical damage to said cargo.

7. The damage was caused solely by the negligence and carelessness of the defendants, its employees, contractors and servants, without any negligence on the part of plaintiff.

8. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to Air France Cargo within the time set forth in the Convention.

9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the foregoing, plaintiff has been damaged in the amount of \$21,000 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$21,000.00, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
September 17, 2007
176-21

CASEY & BARNETT, LLC
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